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5-5-1985

## **King Soopers Inc., a Division of Dillon Companies Inc. and United Food and Commercial Workers, AFL-CIO, Local 7 (1985)**

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## **King Soopers Inc., a Division of Dillon Companies Inc. and United Food and Commercial Workers, AFL-CIO, Local 7 (1985)**

### **Location**

Denver, CO; Colorado Springs, CO; Pueblo, CO

### **Effective Date**

5-5-1985

### **Expiration Date**

5-2-1987

### **Number of Workers**

6201

### **Employer**

King Soopers Inc., a Division of Dillon Companies Inc.

### **Union**

United Food and Commercial Workers

### **Union Local**

7

### **NAICS**

44

### **Sector**

P

### **Item ID**

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AGREEMENT

6200

KING SOOPERS INC.

A DIVISION OF  
DILLON COMPANIES, INC.

Denver, Colorado Springs, Pueblo



and

UNITED FOOD &  
COMMERCIAL WORKERS

LOCAL 7

Chartered by the

UNITED FOOD &  
COMMERCIAL WORKERS

INTERNATIONAL UNION, AFL-CIO



X-5/87



The Offices of Local 7  
are located in the

## **UFCW BUILDING**

7760 W. 38th Avenue  
Wheat Ridge, Colorado  
80033

Telephone  
(303) 425-0897

If you should have any questions or wish to file a grievance, contact your Union Representative or come to the Local Union Office.





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# **AGREEMENT**

**KING SOOPERS INC.**

**A DIVISION OF  
DILLON COMPANIES, INC.**

**Denver, Colorado Springs, Pueblo**



and

**UNITED FOOD &  
COMMERCIAL WORKERS**

**LOCAL 7**

**Chartered by the  
UNITED FOOD &  
COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**



Dear Member:

This contract reflects the selfless efforts of many people, a number of whom are listed on the next page.

Many gains were secured in this Agreement, especially in the areas of wages and seniority. We were also finally able to make benefit improvements for the Union's retirees.

There is nothing herein which would prohibit those who work under it from enforcing this contract while being good employees. A Department Head or Assistant Department Head can be a good union member and at the same time perform his or her assigned duties.

Whether we continue to gain improvements is up to you. One way to insure that this progress continues is to not violate the contract, or allow it to be violated. We expect management to observe these terms and conditions and to operate a sound and profitable business. They, in turn, have the right to expect us to live by the contract and endeavor to assist in operating a sound and profitable business. This serves the interests of all concerned.

You are to be congratulated for your courage and convictions, for the members were the driving force behind this outstanding Agreement.

Charles E. Mercer  
President

# **AGREEMENT**

**Between**

**KING SOOPERS INC.,  
A DIVISION OF DILLON COMPANIES INC.  
DENVER, COLORADO SPRINGS, PUEBLO,  
COLORADO**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 7, DENVER, COLO.**

**Chartered by the**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

**Term:**

**May 5, 1985 to May 2, 1987**

**Denver, Colorado Springs**

**May 19, 1985 to May 16, 1987**

**Pueblo**

THIS AGREEMENT is made and entered into by and between King Soopers Inc., a Division of Dillon Companies Inc., Colorado, hereinafter referred to as the "EMPLOYER" and UNITED FOODS AND COMMERCIAL WORKERS, LOCAL 7, Denver, Colorado, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

## **ARTICLE 1**

### **RECOGNITION AND EXCLUSIONS**

Section 1. The Employer recognizes the Union as the sole collective bargaining representative for all employees actively engaged in the handling and selling of merchandise, including part-time workers who work regularly one (1) day or more a week, employed by the Employer in the grocery store or stores owned or operated by the Employer.

Denver: within the metropolitan area of Denver, Colorado (such jurisdiction to apply to current stores represented by this Union and future stores only of the Employer), but excluding all store managers, first assistant managers, associate managers, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended

Excluded first assistant and associate managers shall not perform bargaining unit work.

Colorado Springs: in Metro Colorado Springs, Colorado, but excluding all store managers, associate managers, first assistant managers, grocery and service department managers, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watchmen, guards, professional employees and supervisors as defined in the National Labor Relations Act as amended.

Excluded first assistant managers and associate managers shall not perform bargaining unit work.

Pueblo: in Pueblo County, Colorado but excluding all store managers, associate managers, first assistant managers, grocery and service department managers, office and clerical employees, meat department employees, delicatessen department employees, demonstrators, watch men, guards, professional employees and supervisors as defined in The National Labor Relations Act as amended.

Excluded first assistant managers and associate managers shall not perform bargaining unit work.

## **ARTICLE 2**

### **BARGAINING UNIT WORK JURISDICTION**

Section 2. All work and services performed in the bargaining unit connected with the handling or selling of merchandise to the public shall be performed exclusively by bargaining unit members except as provided below. Meat and delicatessen department employees, registered pharmacists, production bakers and demonstrators may continue to perform duties performed before May 1, 1982.

### **AUTHORIZED WORK FOR VENDORS**

Section 3. Advance or Book Salesmen. No advance or book salesmen will be allowed to stock merchandise in the store except as provided in Section 5.

Section 4. Rack Jobbers and Driver Salesmen. All rack jobbers and driver salesmen will make deliveries to the back room at which time it will become bargaining unit work exclusively except as provided in Section 5.

Section 5. Exceptions. All salesmen or rack jobbers may:

1. Set up promotional displays. A promotional display is a temporary display. It is set up because of special promotional allowances, new products, or is situation or season oriented.
2. Stock merchandise during the time period immediately preceding and the two (2) week period after a new store opening or the reopening of a store after a remodeling.

Rack jobbers or driver salesmen who deliver bread or bakery products, dairy products, or magazines, newspapers or paperback books shall be allowed to continue as they have in the past.

It is understood and agreed that the exceptions provided in this Section are based solely on the type of merchandise sold by the salesman and not the Union or non-union status of the salesman.

Section 5.1. The Employer will be allowed one reset or remodel reset per calendar year per store. The Employer will notify the Union as to these resets or remodels.

Section 6. Penalty For Violations. In the event of a proven violation of Section 2, the Employer will pay to the employee filing the grievance the amount of time spent in such proven violation, but no less than one (1) hour's pay at the employee's regular rate of pay. In the event the Union files said grievance, the pay shall go to the most senior employee working at the store where the violation occurred.

Section 7. Work Jurisdiction. The Employer agrees not to subcontract operations currently existing within the stores without bargaining with the Union. It is understood that sanitation work normally performed by employees will continue to be done by employees, but the contracting out of certain special assignments may also be continued as in the past.

### **ARTICLE 3**

#### **UNION SECURITY AND CONDITIONS**

Section 8. Union Membership. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in the Union.

Section 9. For the purpose of Section 8 above, the execution date of this Agreement shall be considered as its effective date.

Section 10. Delinquent Members. Whenever the Union requires the Employer to discharge any employee for failure to join or maintain his membership in the Union in accord with the terms of this Article, the Union agrees

to furnish the Employer an itemized copy of the delinquent's account with the Union together with a written request for discharge. The Employer will discharge any employee who falls within the bargaining unit as described in Section 1 hereof within ten (10) days after the receipt of said written request for discharge, unless, within said ten (10) day period, the delinquent employee pays or tenders his delinquent initiation fee (or uniform reinstatement fee, where applicable) and/or delinquent union dues to an authorized agent of the Union.

#### **ARTICLE 4**

#### **CHECK-OFF**

Section 11. The Employer agrees to deduct the weekly Union dues (including initiation fees for new employees) from the net amount due each employee in the bargaining unit as described in Section 1 hereof who has furnished the Employer (either directly or through the Union) with an individual written authorization for making such deductions on a form mutually agreed upon between the Employer and the Union. It is understood that the check-off authorization is to be entirely voluntary upon the part of each such individual employee and that any such employee may revoke his individual check-off authorization upon giving thirty (30) days' written notice to the Employer and the Union.

Section 12. The Employer agrees to remit all such deductions to the President of the Local Union within ten (10) days after the last pay period of each month.

#### **ARTICLE 5**

#### **NEW EMPLOYEES, TRANSFERRED EMPLOYEES, PROMOTED OR DEMOTED**

Section 13. When an employee is hired for a job or transferred or promoted or demoted into a bargaining unit job as described in Section 1 hereof, the Employer agrees within three (3) days to fill out a mutually agreeable form in triplicate, which advises the employee of his obligation to join the Union. One (1) copy of this form will be given to the employee and one (1) copy will be mailed to the

Union in a stamped, addressed envelope provided by the Union.

Section 14. Completion of Forms For Benefit Programs. At the time of hiring, the Employer will advise each such employee of the fact that he must become a member of the Union within thirty-one (31) days and must remain a member of the Union as a condition of employment during the life of this Agreement. The Employer will likewise furnish each such employee with the address of the Union office and name of the Union representative. Completion of any necessary applications, forms and papers for qualification under the Health and Welfare Article or any other benefit programs provided by this Agreement, shall be completed on the first (1st) day of employment, but not later than the eligibility date of participation in the various plans.

Section 15. Off Premise Training. Any employee who has completed his probationary period and who is sent to an off-premise training program shall not have his rate of pay reduced and, if subsequently reclassified, shall receive the appropriate rate for the new classification. The rate of pay for attendance at the Employer's off-premise training school shall be no less the minimum hourly rate set forth in the labor Agreement.

## **ARTICLE 6**

### **RIGHTS OF MANAGEMENT**

Section 16. The Employer retains the right to manage the store or stores, to direct the working forces, and to make necessary reasonable rules and regulations for the conduct of business, providing that said rules and regulations are not in conflict with the terms of this Agreement in any way.

## **ARTICLE 7**

### **DEFINITIONS OF CLASSIFICATIONS**

Section 17. For the purposes of this Agreement, the terms set forth below shall have the following meanings:

- a. **DEMONSTRATORS** The duties of demonstrators shall not include work normally done



- by employees covered by this Agreement.
- b. **ASSISTANT STORE MANAGER** An Assistant Store Manager is an employee who serves in the capacity of the Manager in the absence of the regular manager.
  - c. **HEAD CLERK** A Head Clerk is an employee who has been assigned by the Employer to direct or supervise the work of others. The mere fact that two persons work together does not mean that one is a Head Clerk. The intent of the Head Clerk classification shall not be used to circumvent this Agreement.
  - d. **PRODUCE DEPARTMENT HEAD** A Produce Department Head is defined as the one employee in a store who manages the operation of the Produce Department under the supervision of the Store Manager.
  - e. **HEAD BAKERY SALES CLERK** The Head Bakery Sales Clerk is the employee in each store who is directly responsible to the Employer for the operation of the Bakery Department. This shall not be construed as meaning that the Employer is required to designate a Head Bakery Sales Clerk for the Bakery Department in each store which has a Bakery Department, inasmuch as the Employer may not choose to assign the managerial responsibilities to any employee within the Department, depending on the set-up in the particular store, the size of the Department, etc.
  - f. **NON-FOODS OR GENERAL MERCHANDISE CLERK** A non-foods or general merchandise clerk's duties shall not include operating a checkstand where food items are handled (except that non-food clerks may be assigned to work at a checkstand handling food items, providing they do not handle the merchandise where their primary duty involves the financial transactions only) or stocking or price marking food or bakery merchandise, but shall include pricing, handling, displaying, selling and stocking those items gener-

ally considered as non-food, general merchandise or drug merchandise. It is further agreed that seasonal employees working in the classifications listed above shall be excluded from the terms of this Agreement.

f.1. **NUTRITION CLERKS** A Nutrition Clerk is a clerk with special skills and education qualifying them to engage in sales and marketing related to the area of nutritional food products.

It is understood that the Nutrition Clerk will only be assigned in a store having a separate "Nutrition Department" and will only handle merchandise offered for sale in the Nutrition Department.

1. Employees promoted to the Salad Bar Classification must remain at that classification for six (6) months before moving to a higher classification.
2. No employee in the Salad Bar Classification shall be allowed to perform work in any other classification.
3. Any higher-rated employee in either the Retail Clerks or Meat Cutters Agreements may perform work in this Salad Bar Classification.
4. The Employer will notify the Union when salad bar operations are opened, and also advise the Union regarding the names of employees assigned in the Salad Bar Classification.
5. Payroll prior to ratification, shall receive the current rate of pay, plus the same amount of increases on the same effective dates as the newly negotiated rates for Salad Bar employees hired after ratification.
6. It is understood the new lower pay progression and new classification as set forth herein shall be effective the Sunday following ratification.

f.2. **MANAGER TRAINEES** Manager Trainees are defined as employees identified and selected by Management to be trained for store management responsibilities. Said Trainees shall be

permitted the necessary flexibility to adequately prepare for store management. This will necessitate their access to all retail and meat departments existent in the store.

Hours worked by Management Trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to Manager Trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

- g. **Courtesy Clerk Duties** A Courtesy Clerk is an employee whose duties are restricted by this Agreement to the performance of limited duties within specified work areas of the Employer's retail establishments as follows:

1. Maintain the area of the checkstands and customer entrances in an orderly condition through cleanup work, including the removing from inventory and stocking of supply items in the checkstands, which shall not include merchandise offered for sale.
2. Assistance to customers in the unloading, bagging and loading of their orders and in transporting merchandise purchased by them to their vehicles, or in case such merchandise is abandoned, declined, exchanged or damaged, returning same to the shelf or point of disposal.
3. The collection of shopping carts and the required cleaning thereof.
4. The sorting, counting, and stacking of empty containers, and placing them in the areas designated by the Employer, and the issuing of customer refund slips relating to such returns.
5. The breaking, stacking, and disposing of boxes, and necessary cleanup duties in the compacter area, lounges, restrooms, and customer lounge/loft.
6. Performing required "price checks" as may be requested by checkers and or management.
7. Dusting and other cleaning of merchandise

and shelves and the hanging and removal of decorations involving Holidays, seasonal signs, religious dates and festivities.

8. Throughout the entire sales area and parking lot, Retail Meat Department and Deli Department, the handling of cleanups, window cleaning, mopping, sweeping of the floor or lot as may be required.
9. Courtesy Clerks eighteen (18) years of age or older may be required to make deliveries of merchandise to the customer or to pick up merchandise from the company's warehouse, or to transfer merchandise from store to store, providing such is not in conflict with Section 34, last sentence.
- h. Courtesy Clerk Emergency Advancement. If an emergency situation arises wherein the Courtesy Clerk is pre-notified of the fact that he will be paid the Apprentice Clerk starting rate for temporary assignment to a higher classification, as provided elsewhere in this Agreement, there is no violation of the above.
  1. When an emergency situation arises, necessitating the use of a Courtesy Clerk in a higher classification, the following procedures shall be adhered to, with the understanding that the parties do not intend to address all "emergencies" as that term is used in Section 17(h) of the current collective bargaining agreement.
    - a. The Store Manager or his/her designated representative shall first determine if qualified employees in the affected classification working in the store are available to fill the assignment.
    - b. If the Employer has been given two hours or more notice prior to the starting time that scheduled hours will be vacated, the additional hours list shall be polled and a log shall be maintained. Said log will show all attempts made to call employees in to work, who makes the call, time of the

attempt, and the schedule the employee is being called in for.

In the event less than two hours notice is given, a courtesy clerk may be used until a clerk is available.

If the Manager is unable to meet the need through the above, the position may be filled by assignment of the most senior qualified Courtesy Clerk working at the time.

- c. The Employer agrees to train four (4) of the most senior qualified Courtesy Clerks (two who work the day schedule and two who work after 5:00 p.m.) to be qualified checkers.
- d. In the event a particular classification within a store has been authorized, a replacement or an additional employee (activated) by the promotional procedure), and a delay is experienced filling the position (one week or less), the following shall apply:

The most senior, qualified Courtesy Clerk in the affected store, having been previously trained, shall be temporarily assigned those hours as needed.
- e. In the event the store would have employees on authorized leaves of absences and their work schedule cannot be covered by the employees in their classification, the Employer may assign the most senior qualified Courtesy Clerk to fill in for a period not to exceed fourteen (14) calendar days.

i. **PENALTIES:**

- 1. In the event of a violation of the above restrictions, the Employer will pay eight (8) hours' straight-time pay at the apprentice rate for the classification, assigned to the senior Courtesy Clerk in the store.

2. In the event of a second violation of the above restrictions within the same store within a six (6) month period, the most senior part-time all-purpose clerk in the store, who has requested additional hours, will be paid eight (8) hours pay at his regular straight-time rate.

It is understood under Section 17(i) that when the term second violation is used, that it is intended to mean two or more violations.

**Section 18. New Classifications** If new job classifications not presently in existence are established in the bargaining unit, the parties shall, within thirty (30) days of request by either party, negotiate appropriate wage rates.

## **ARTICLE 8 RATES OF PAY**

**Section 19.** The minimum wages for the indicated classifications shall be as set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

**Section 20.** Part-time employment shall be computed in accord with the appropriate hourly rates set forth in Appendix "A" attached hereto, and by this reference made a part hereof.

**Section 21.** Employees must actually work the hours set forth in Appendix "A" before progressing to the next wage bracket, except as otherwise provided in this Agreement.

## **ARTICLE 9 PRIOR EXPERIENCE**

**Section 22.** In Applying Sections 19, 20 and 21 of Article 8 of this Agreement to any newly-hired employee, the Employer will give recognition to the verified number of hours of actual work experience on a comparable job which said newly-hired employee may have performed within the previous five (5) years for any other employer in a similar retail grocery operation.

Any grievance over recognition given an employee for comparable work experience at the time of his employment must be filed pursuant to the terms and conditions of the grievance procedure of this Agreement

(excluding the employee's trial period).

Any employee shall receive upon request to his employer or former employer, the following information: Date of hire, date of termination, total hours worked in retail store unless such hours worked shall exceed six thousand five hundred (6,500) and then such fact shall be stated. The employee must show evidence of employment in the grocery industry before making such request.

## **ARTICLE 10**

### **TEMPORARY ASSIGNMENTS**

**Section 23.** When an employee is required to perform work in a higher classification, he shall receive the higher rate, based on his experience; but, if required to perform work in a lower classification, he shall retain his regular rate, except in the case of actual demotion, when the employee shall receive pay according to his classification. Before an employee is scheduled work in a higher classification, all employees who have requested additional hours in that classification in that store shall have their hours maximized.

## **ARTICLE 11**

### **NO REDUCTION IN PAY**

**Section 24.** No employee shall suffer any reduction of present hourly pay because of the adoption or through the operation of this Agreement, nor shall be reclassified to defeat the purpose of this Agreement.

**Section 25.** The Employer shall not raise or subsequently lower hourly rates of pay for classifications covered by this Agreement without the mutual consent of the Union.

## **ARTICLE 12**

### **WORKWEEK**

**Section 26.** The workweek shall coincide with the calendar week. Forty (40) hours to be worked in any five (5) eight (8) hour days shall be the standard workweek for regular full-time employees, except in holiday weeks when the standard workweek shall be thirty-two (32) hours to be worked in four (4) eight (8) hour days as set forth in Article 13, paragraph d.

## **ARTICLE 13**

### **OVERTIME**

Section 27. Overtime compensation at the rate of time and one-half ( $1\frac{1}{2}x$ ) the employee's base hourly rate of pay shall be paid under the following conditions:

- a. For all time worked in excess of eight (8) hours in any one (1) day.
- b. For all time worked in excess of forty (40) hours in any one (1) workweek as described above.
- c. For hours worked prior to an employee's scheduled starting time when less than eight (8) hours has elapsed since his last previously scheduled quitting time. (There will be at least eight (8) hours between each employee's scheduled quitting time and his next scheduled starting time.)
- d. For all hours scheduled and worked on the sixth and seventh day in a workweek by part-time employees who work less than forty (40) hours in that workweek. No employee shall be permitted to claim additional hours or schedules which would provide a six (6) or seven (7) day schedule during a workweek.

Section 28. No Pyramiding of Overtime It is understood and agreed that overtime compensation shall not be paid twice for the same hours of overtime work.

## **ARTICLE 14**

### **SUNDAY PREMIUM**

Section 29. The premium rate for work performed on Sunday as such shall be time one and one-half ( $1\frac{1}{2}x$ ) the employee's regular straight-time rate of pay (exclusive of Courtesy Clerks). The Sunday premium, for hours worked up to eight (8), shall in no instance be offset against any weekly overtime which may be due under subparagraphs b and d of Section 27 because of the fact that the employee worked over forty (40) hours or thirty-two (32) hours in the particular workweek. The Sunday premium shall not be averaged into the em-



ployee's straight-time rate for the purpose of determining the rate upon which daily or weekly overtime is based in any workweek under Section 27 hereof.

Section 30. An employee whose straight-time scheduled shift begins on Saturday and continues beyond midnight on Saturday shall receive Sunday Premium Pay for those hours worked on Saturday, and such shifts in their entirety shall be the first shift of the new workweek.

Section 31. In those situations where an employee's straight-time scheduled shift begins at or after 8:00 p.m. on Saturday and continues beyond midnight on Saturday, the Employer shall not reschedule or reduce the hours of such employee for the sole purpose of avoiding the payment of such Sunday premium, though it is recognized that changes in the schedule may be necessitated by changes in business operations.

Section 32. Courtesy Clerk Sunday Premium. Courtesy Clerks shall receive a premium of one dollar and thirty-five cents (\$1.35) per hour for all work performed on Sunday.

Section 33. No employee who, because of his or her religion, has conscientious objections to working on his or her day of Sabbath, will be required to work on his or her Sabbath as a condition of employment. If the rights of the employees under this paragraph operate in conflict with the seniority provisions contained elsewhere in this agreement, the right of seniority shall prevail.

## **ARTICLE 15**

### **TRAVEL BETWEEN STORES**

Section 34. When an employee is transferred from one store to another store during his workday, reasonable time spent in traveling between said stores shall be considered as time worked. Assigned travel between stores in the employee's personal vehicle shall be reimbursed in the amount of twenty-cents (20¢) per mile, exclusive of travel to and from the employee's home. No employee will be required to use his personal vehicle to conduct Company business.

Before an employee is permitted to use their personal vehicle for company business, the employer shall have the

employee sign a statement acknowledging their risk and certification of a valid drivers license and insurance coverage.

## **ARTICLE 16**

### **NIGHT PREMIUM**

Section 35. A premium of thirty-five cents (35¢) per hour shall be paid for all work performed between the hours of 6:00 p.m. and 12:00 midnight to all employees (excluding Courtesy Clerks). A premium of fifty cents (50¢) per hour shall be paid for all work performed between the hours of 12:00 midnight and 6:00 a.m. to all employees (excluding Courtesy Clerks). Employees whose shifts are scheduled to end at 6:00 p.m. need not be paid any premium under this Section, even where it is necessary for them to remain on the job for a short period in order to complete their work, provided that such additional period does not exceed fifteen (15) minutes.

All Courtesy Clerks shall receive twenty-five cents (25¢) per hour in addition to the hourly rate for all work performed between the hours of 6:00 p.m. and 6:00 a.m.

Night premium shall not apply where the employee is working at overtime or on Sunday or on a holiday.

## **ARTICLE 17**

### **HOLIDAYS AND HOLIDAY PAY**

Section 36. All employees who have completed their probationary period shall be paid for the following holidays whether or not they fall on what would normally be a workday for the employees involved:

New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday and the employee's anniversary date of employment.

Section 37. Personal Holidays. Effective January 1, 1983, all regular employees shall be entitled to one (1) personal holiday which must be requested two (2) weeks in advance and approved by the Store Manager. Effective July 1, 1983, one (1) additional personal holiday shall be provided.

Commencing in 1984, to be eligible for personal

holidays during each calendar year, an employee must be on the payroll as of January 1 of each year. Such holidays must be taken during the respective calendar year. An employee whose employment terminates prior to his having taken his personal holidays shall not be entitled to holiday pay.

**Section 38. Birthday and Anniversary Date Qualification Requirements.** In addition to the qualifying requirements for all other holidays, the employee must advise the Store Manager at least two (2) weeks in advance of his forthcoming birthday and at least two (2) weeks in advance of his forthcoming anniversary date of employment in order to qualify for holiday pay. The Employer retains the right to schedule the employee's birthday holiday and/or the employee's anniversary date of employment holiday during the week in which those holidays occur.

**Section 39.** When a holiday falls on Sunday, the following day shall be observed.

**Section 40. Holiday Pay for Full-Time.** As pay for an unworked holiday, regular full-time employees will be paid at straight-time for the number of hours they would normally have worked on the day in question, but not to exceed eight (8) hours. If the holiday falls on a day which would normally have been such employee's scheduled day off, he shall be paid eight (8) hours at straight-time as pay for the unworked holiday.

**Section 41. Holiday Pay for Part-Time.** Holiday pay for part-time employees who have completed their probationary period, and who otherwise qualify, shall be based on the number of hours worked in the calendar week immediately prior to the week in which the holiday occurs, divided by five. Provided the employee actually performs work in the calendar week immediately prior to the Holiday week, (unless on vacation or receiving sick pay for time not worked during such week or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation) the employee shall not receive less than three (3) hours holiday pay.

**Section 42. Qualification for Unworked Holiday Pay.** In order to qualify for pay for an unworked holiday,

an employee otherwise eligible for such pay under the terms of this Article must work his regularly scheduled day immediately preceding the holiday and his regularly scheduled day immediately following the holiday, unless he has been previously excused from such work by the Employer or unless he was prevented from so working due to a bona fide illness. In any event, the employee must perform work during the week in which the holiday occurs, unless on vacation, or receiving sick pay for time not worked during the week in which the holiday occurs, or during the first thirty (30) days of an absence for which an employee is receiving Workmen's Compensation.

Section 43. An unworked holiday, even though paid for under the terms of this Article, shall not be counted as a day worked for the purpose of computing overtime pay in a holiday workweek.

Section 44. Premium Pay for Holiday Work. When a holiday is worked, the employee shall be paid the hourly rate set forth in Appendix "A", in addition to the holiday pay provided herein.

Section 45. Holiday Scheduling. No later than the second Wednesday prior to the beginning of the week in which a holiday observed hereunder occurs (exclusive of birthday, anniversary or personal holidays), the employer shall post in each store a holiday volunteer work list. An employee desirous of working the upcoming holiday, in the job assignment which he normally performs, shall sign such list no later than the Tuesday prior to the holiday week. Signing of another employee's name on such list shall be cause for disciplinary action.

The Employer will select the necessary employees from this list in accordance with seniority, within each store and department, considering the job assignment required, and provided the employee normally performs the work required. Should the Employer not be able to staff his schedule requirements through this procedure, qualified employees shall be assigned the remaining available schedules by reverse seniority, within their respective classifications within each department and store.

## **ARTICLE 18 VACATIONS**

Section 46. All regular full-time employees and all part-time employees who have worked 1,000 or more hours in their anniversary year, covered by this agreement, shall receive one (1) week's paid vacation after one (1) year's service, two (2) week's paid vacation after two (2) years' service, three (3) weeks' paid vacation after five (5) years' continuous service, four (4) weeks' paid vacation after twelve (12) years' continuous service and five (5) weeks' paid vacation after twenty (20) years' continuous service.

Such vacation, shall be paid at straight-time rates. The numbers of hours for which such employees shall be paid for a vacation week shall be the average number of weekly hours worked during the twelve (12) months immediately preceding the employee's anniversary date of employment, with the understanding that an employee who works two thousand (2,000) hours in his anniversary year shall be entitled to his full vacation. Hours paid for vacations, holidays and sick leave shall be considered as hours worked for the purpose of computing vacation amounts.

Section 46a. Courtesy Clerk Vacations. All regular full-time Courtesy Clerks and all part-time Courtesy Clerks who normally work twenty-four (24) or more hours in the workweek, covered by this agreement, shall receive vacations in accordance with the schedule set forth in the immediately preceding Section.

Section 46b. Effective on anniversary dates after January 1, 1983, Courtesy Clerk vacations shall be the same as all other employees.

Section 47. Vacation Pay in Advance. An employee who has earned vacation on the basis of having completed an anniversary year shall receive his vacation pay during the workweek immediately preceding the employee's vacation, provided the employee has requested such in writing at least two weeks in advance of his vacation.

Section 48. Holiday During Vacation. If any one of the holidays enumerated in Article 17 hereof falls during an employee's vacation, the employee shall receive an

extra day's vacation pay because of it.

Section 49. A vacation may not be waived by an eligible employee and extra pay received for work during that period, unless agreed by the Union and the Employer. Vacations must be taken during each anniversary year.

(71) Section 50. Vacation Upon Lay Off or Termination. When an employee is laid off, or discharged, or leaves his place of employment, and at said time he is entitled to a vacation, he shall receive his vacation wages at the time of the layoff or discharge, or at the time he leaves his place of employment. Provided, however, that if such employee be discharged for proven dishonesty, he shall not be entitled to any vacation or vacation pay, whether the same has accumulated or not.

Section 50a. In the event a regular full-time employee who has been employed two (2) years or longer voluntarily quits or is discharged for reasons other than proven dishonesty, such employee shall be paid pro rata vacation pay earned up to the time the employment relationship is severed.

### **SCHEDULING OF VACATIONS**

Section 51. The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute arises between employees as to vacation preference, seniority shall govern within the department, the classification and store.

Section 51a. The Employer will post a notice December 1 of each calendar year, and the employees will sign the roster as to their choice of vacation. This list will remain posted for selection until February 1 of each calendar year.

Section 51b. Any employee who fails to sign such roster prior to February 1 will be permitted to take vacation at an agreed-upon time that will not interfere with the other employees' established vacation period.

Section 52. When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and the Employer.

Section 53. Notwithstanding the above, employees who voluntarily transfer to another store or department after their vacation has been selected are subject to having their vacation rescheduled.

## **ARTICLE 19**

### **SCHEDULE POSTING**

Section 54. By 9:00 a.m. on Friday of each week, management will post the work schedule in each store for the following week, which schedule shall be in ink and which shall include employees' first initial and last name and which work schedule shall not be changed by management for that particular workweek except where the change is predicated on circumstances beyond the control of management such as sickness, injury, leaves of absence, vacations, jury duty, wide fluctuations in volume, Acts of God. This clause shall not be construed as preventing management from calling in employees for extra work outside of the posted schedule, from requiring overtime work outside of the posted schedule, or from bringing in additional employees where it appears advisable in the opinion of management.

Section 54a. Any changes in the work schedule will be reflected on the posted schedule at the time the change is made.

## **ARTICLE 20**

### **MINIMUM DAILY SCHEDULE**

Section 55. Employees shall not be scheduled for less than four (4) hours per day, provided they are available for work. Students and courtesy clerks shall not be scheduled for less than three (3) hours per day, provided they are available for such work.

## **ARTICLE 21**

### **MINIMUM WEEKLY SCHEDULE**

Section 56. No employee shall be scheduled for less than sixteen (16) hours in a workweek, if the employee is available.

## **ARTICLE 22**

### **NO FREE WORK**

Section 57. It is intended there shall be no "free" or "time-off-the-clock" work practices under this Agreement. Any employee found by the Employer or the Union

to be engaging in such unauthorized practice shall be subject to discipline.

## **ARTICLE 23**

### **TIME CARDS**

Section 58. In stores where time cards are used, employees shall be required to punch their own time card immediately before beginning work and immediately upon ending work. No employee shall have the right to punch another employee's time card.

In stores without clocks, time cards shall be filled in daily by each employee. Any employee punching or filling in another employee's time card shall be subject to immediate discipline.

## **ARTICLE 24**

### **SPLIT SHIFTS**

Section 59. There shall be no daily split shifts. A split shift is defined as two work periods separated by more than a normal meal period, but within eight hours. Notwithstanding the above, store meetings which are covered elsewhere in this agreement shall under no circumstances be considered as a split shift.

## **ARTICLE 25**

### **STORE MEETINGS**

Section 60. All time spent by an employee actually attending any store meeting where his attendance is required by the Employer shall be counted as time worked with a minimum of two (2) hours at the applicable rate of pay when an employee is called back for such a meeting. In the event the employee is required to attend more than two (2) meetings per calendar year, the call-in provision in Article 26 shall apply.

## **ARTICLE 26**

### **REPORTING PAY**

Section 61. Any employee able to render required services shall, if called for work, be guaranteed an amount equal to four (4) hours' pay at his straight-time rate of pay. Employees working in two (2) stores of the Employer in



any one (1) day shall receive a full day's pay for such work.

Notwithstanding the above, students and Courtesy Clerks able to render required services shall, if called for work, be guaranteed three (3) hours' pay, provided the employee is able and available to work the three (3) hours.

## **ARTICLE 27**

### **LUNCH BREAKS**

Section 62. Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on his own time, a one (1) hour lunch period, or, upon mutual agreement between the employee and the Employer, a one-half ( $\frac{1}{2}$ ) hour lunch period at approximately the middle of his workday. Individual employees' change of lunch period from one (1) hour to one-half ( $\frac{1}{2}$ ) hour, or vice versa, shall occur only at the beginning of a new work schedule.

Employees' scheduled lunch periods will be set forth on the schedule, but the parties recognize it may be necessary to alter the lunch period schedule due to the needs of the business.

## **ARTICLE 28**

### **RELIEF PERIODS**

Section 63. The Employer will give employees a relief period of fifteen (15) uninterrupted minutes for each four (4) hour period worked, as near as practical to the middle of the four (4) hours. Notwithstanding the above, any employee whose work shift is seven (7) hours or more, shall receive at least two (2) rest periods.

When an employee is required to work more than ten (10) hours in a day, he shall be entitled to a third relief period.

## **ARTICLE 29**

### **PROBATIONARY PERIOD**

Section 64. The first thirty (30) calendar days of employment shall be considered a trial period, during which time an employee may be terminated for any reason

and he shall have no recourse to the grievance or arbitration procedures set forth in this Agreement concerning such termination.

## **ARTICLE 30**

### **SENIORITY**

Section 65. Seniority is the length of continuous employment with the Employer. Seniority shall be dated from the date the employee actually reports for work.

Section 65a. Seniority of Transferred Employees. Employees transferring into the bargaining unit shall have no seniority rights during the thirty (30) calendar-day period immediately following such transfer. Upon completion of such calendar thirty (30) day period, all seniority acquired since the most recent hire date of the employee while in the employee of the Company shall be fully restored to the employee to be used for whatever purpose or rights he or she is otherwise entitled.

Section 66. Termination of Seniority.

Seniority shall terminate for any of the following reasons:

1. Quit
2. Justifiable Discharge
3. Lay-off off of nine (9) months for employees with less than two (2) years of service; twelve (12) months for employees with two (2) or more years of service.
4. Failure to return to work in accordance with the terms of a leave of absence
5. Failure to report for work upon recall after a layoff within five (5) days after date of mailing of recall notice sent by registered letter to the last address furnished in writing to the Employer by the employee.

Section 67. Seniority Lists Bargaining unit seniority lists shall be provided the Union no more than two (2) occasions during the calendar year, upon request by the Union.

Section 68. Definition of Full-Time Employee. A regular full-time employee is described as an employee

who has been hired as such or scheduled or worked forty (40) or more hours a week for four (4) consecutive weeks, except for employees hired as or advanced to a full-time schedule between June 1st and September 15th and between November 15th and January 15th. If the employee, who has worked the four (4) forty (40) hour weeks, is not the senior employee on the "full-time" list, such employee shall remain in part-time status, and the senior qualified employee in that classification, within said store and who has seven (7) years of seniority and is classified as an All-Purpose Clerk, and who has signed the full-time list as provided in Section 81, shall be changed to full-time status. In the event there are no such employees in that classification who have the number of years of seniority as set forth above, the full-time status shall be filled as provided in Section 81. The filling of full-time jobs that are created under this section for lesser classification than All-Purpose Clerks, shall be filled by the most senior employee within the store within their classification, who is on the full-time request list.

Section 68a. When a holiday week falls on one of the four (4) consecutive weeks, hours paid for the holiday (not worked) will count in determining if an employee has met the four (4) weeks, forty (40) hour requirement.

**Section 69. Involuntary Loss of Full-Time Status.**

An employee who has achieved the status of regular full-time shall retain that status unless he is scheduled and works less than forty (40) hours per week for twelve (12) consecutive weeks, at which time he shall be reclassified as part time.

Section 70. Voluntary Reduction to Part-Time A full-time employee, who has requested and has been assigned a part-time schedule, shall immediately be classified as part-time.

Section 71. Promotions. The employer agrees to make promotions to lesser classified jobs than Head Clerks to the most senior qualified employee. Seniority shall prevail throughout the entire number of stores of the Employer in the area covered by this Agreement.

1. A promotion is an assignment to a classification which has a higher "journeyman" or "thereaf-

ter'' rate than the classification being vacated.

2. An employee desirous of promotion shall make this wish known by submitting a written request form to his then-current Store Manager. Such request must be submitted during the first fifteen (15) days in January (for consideration for promotions necessary from the first workweek in February until the first workweek in August) or the first fifteen (15) days in July (for consideration for promotions necessary from the first workweek in August until the first workweek in February.) The Employer will send the Union a copy of the new promotion request list no later than March 1 and September 1 of each calendar year.
3. An employee who is assigned a promotion in accordance with such request shall accept such promotion and shall have his request cancelled, and shall not be allowed to submit another request until the next subsequent request period.
4. Any employee who wishes to withdraw such written request may do so in writing to the Store Manager at any time before the time when promotion is assigned.
5. The Employer shall not make promotional assignment to employees who are not scheduled to work during the workweek in which the assignment is to begin; nor to any employee in a probationary period.
6. None of the above shall be applicable to emergency situations as set forth in Article 7, Section 17i, or to temporary assignments as set forth in Article 10, Section 23 of this Agreement.

#### Section 72. Probationary Period For Promotions

When any employee is promoted to a higher classification, he shall be on probation for a thirty (30) calendar days if full time, forty-five (45) calendar days if part time. If an employee is unsuccessful during probation, the employee will be returned to his prior classification with regard to position and status.

Section 73. Demotion for Just Cause. Except under the provisions of Section 91, no employee shall be demoted from a higher classification without just cause.

## **ARTICLE 31**

### **AVAILABLE HOURS**

Section 74a. To be effective no later than thirty (30) days after ratification of this contract, scheduling of part time or full time employees shall be by seniority within their store, classification and department up to eight (8) hours per day of forty (40) hours per week. In accordance with the above, the employer shall maximize the straight time (including Sundays) daily and weekly work schedules of each employee and starting times, including preferential days off based on the hours as determined and scheduled by management. The average of all part-time employees by store and classification shall be not less than twenty (20) scheduled work hours per week, (including paid holidays, sick pay, jury pay and funeral pay) exclusive of part-time employees whose availability temporarily limits them to less than the minimum hours as provided above.

On a quarterly basis, each store will allow employees within department and classification to bid on their preferred shifts by seniority, provided they are qualified to perform the work required. For these purposes the grocery department and the service department shall be considered one. (The employee must make his bid in one department only)

It is understood that the actual hours scheduled each week may vary according to the needs of the business as determined by management.

Section 74b. Under this procedure, a senior employee can claim hours of work, in his classification, for which he is qualified so long as such claim would not reduce any other employee's schedule below the daily or weekly minimum.

Section 74c. Employee Training. An employee may request in writing to be trained in a job function, within his job classification, for which the Employer feels the em-

ployee is not currently qualified. After the request is made, the Employer may train at any time, provided the training must be given when the lack of training affects the ability of the employee to maximize hours.

The above training shall be limited within each of the following classifications:

1. Bakery Clerks
2. Courtesy Clerks
3. Plant/Floral Clerks
4. Sanitation
5. All Purpose Clerks with respect to day or night grocery stocking and checking.
6. Pharmacy Technicians

Section 75. Remedy for Scheduling Errors. If an error is made under Section 74a (Available Hours), Section 74b (Claiming of Hours), or Sections 76 and 78 (Additional Hours), the employee must call the error to the attention of store management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any affect on the normal schedule for that week.

Section 76. Additional Hours Requests. Written requests for additional hours shall be submitted to the Store Manager no later than the close of business on Wednesday to be implemented the following week. When making the request for additional hours, the employees must declare which hours they are not available. Nothing herein shall be construed to require the scheduling of additional hours for any employee which will provide him more than forty (40) hours in a week, or five (5) days of work.

Section 77. This request shall remain in effect until the employee achieves a full-time status, or until it is revoked by the employee. Written requests are not transferable from store to store. Full-time vacancies shall be filled as defined elsewhere in this Agreement.

Section 78. Assignment of Additional or Vacated Hours. When hours not on the posted schedule become needed, or hours on the posted schedule become available

(and the employer elects to fill some or all of these hours) the Employer shall assign those hours, in seniority order, to qualified employees, already at work, who have submitted written requests for additional hours. Such assignment cannot result in a split shift and must be an extension of a current shift which will not result in overtime pay. When these hours cannot be assigned to employees already at work, the Employer shall contact and require the most senior available and qualified employee(s), who have submitted written requests for additional hours, to replace the needed hours.

**Section 79. Removal From Additional Hours List.** An employee who has a compelling reason for not reporting, when called for additional hours, shall not be required to do so. However, three (3) failures to report within any consecutive three (3) month period shall result in such employee's name being removed from the additional hours list and he shall be ineligible to re-sign such list for six (6) months subsequent to its removal.

**Section 80. Full-Time Reduced to Part-Time.** An employee who has been reduced from full-time to part-time may sign the full-time request list and shall be placed on such list in accordance with his seniority immediately.

**Section 81. Full-Time Request List.** There shall be established a "full-time request" list. This shall be made up of the names of employees in the bargaining unit who have made written request during the first fifteen (15) days in January (to be effective from the first workweek in February until the first workweek in August) or for the first fifteen (15) days in July (to be effective from the first workweek in August until the first workweek in February) of each year in which they state their wish to receive a full-time assignment, regardless of the hours or shift. Such written request shall be submitted to the designated Employer representative. This request shall remain in effect until the following request period or until assigned full-time.

**Section 82.** The Employer will send the Union a copy of the "full-time request" list, no later than March 1 and September 1 of each calendar year.

Section 83. Assignment to Full-Time. When an employee who has been assigned full-time status schedule for the immediately preceding twelve (12) or more weeks is terminated because of quit or discharge, or is transferred by the Employer, or when a new position of full-time is created within an existing store, the job vacancy created by such quit, discharge, transfer or new job creation shall be filled by assignment of the most senior qualified employee in the same classification as the job vacancy who has signed the then-current "full-time request" list, when it is deemed necessary to fill the vacancy. When the new assignment is within ten (10) miles of the store in which the employee is working, the employee so assigned shall be required to fill the new assignment regardless of hours, shift or store location within the bargaining unit. In the event the new assignment is to a store more than ten (10) miles from the store in which the employee is working, the employee may refuse the new assignment, but must so advise the Employer at the time the assignment is offered. It is understood, however, each employee who has made written request for a full-time assignment retains the right to revoke such request by written notice submitted to the designated Employer representative at any time prior to the time he is offered such full-time assignment. If an employee revokes such request, that employee cannot renew his request until the next regular request period. This Section is intended to maximize the number of hours a senior employee can work, up to and including forty (40) hours per week, but shall not be construed to be a guaranteed workweek.

Section 84. Hiring of Journeymen. Only new hires qualifying as Journeymen may be directly hired. A specific need must exist for a Journeyman which cannot be filled internally and will be first reviewed with the Union before such person is hired.

## **ARTICLE 32**

### **PREFERRED SHIFTS**

Section 85. Refer to Article 31, Section 74(a)



## **ARTICLE 33**

### **UNSCHEDULED OVERTIME**

(108) Section 86. **Unscheduled Overtime Hours.** Daily overtime not previously scheduled shall be offered in seniority order within the department, the classification and the store, to the employees present when the need for overtime arises. Nothing herein shall be construed to require the scheduling of overtime when another employee's scheduled hours can be extended or part-time employees may be called in without overtime penalty. Hours unclaimed under this procedure may be assigned in reverse order of seniority among those employees within the department within the classification within the store present when the need for overtime arises.

Overtime assignments of four (4) hours or more may be filled by calling in employees, in seniority order, within the classification and the department on their non-scheduled day without violating this Section.

## **ARTICLE 34**

### **REDUCTION IN HOURS**

Section 87. **Reduction in Hours.** When a reduction in hours is necessary within the store, as opposed to a layoff in the workforce, hours will be reduced from part-time employees in job assignments within the affected classification in reverse seniority order within each store.

Section 87a. During a reduction of part-time employees, if a less senior part-time employee in the same classification exists in the store, the reduced employee, if qualified, may claim daily schedules from said less senior employee.

Section 88. If an error is made in the application of the above two (2) paragraphs the employee must call the error to the attention of store management by noon Saturday following the posting of the schedule. Failure by the employee to point out the violation by noon Saturday will limit the remedy to scheduling the affected employee, on the next week's schedule, the number of hours lost. These hours shall not have any affect on the normal schedule for that week.

Section 89. Reduction of Full-Time Employees. If, after all part-time employees in the affected classification in the store have either had their hours reduced to twenty-four (24) or have been laid off, it is still necessary to reduce hours in the store, the least senior full-time employee in the affected classification in the store must have his or her hours reduced to twenty-four (24) before the hours of any other full-time employee in the affected classification are reduced.

Section 90. Seniority Right of Full-Time Employees Being Reduced in Hours. Full-time employees who have been reduced to part-time shall, in their seventh (7th) consecutive week of such reduced hours, be allowed to exercise their seniority to claim the schedule of the least senior full-time employee in the bargaining unit within their classification whose work they are qualified to perform. Such requests must be made to the Store Manager prior to the posting of the following week's schedule.

It is understood that the employee may bump at any time between the seventh (7th) and eleventh (11th) week of reduction.

The least senior employee whose schedule is claimed under this Section shall immediately be assigned the schedule of the claiming employee.

## **ARTICLE 35**

### **LAYOFFS**

Section 91. Layoffs. When a reduction in the workforce is necessary, as opposed to a reduction in hours, the following procedure shall be used:

Layoff will begin in departments (checker, day stocker, night stocker and produce for all-purpose clerk classification; general merchandise and grocery department for the general merchandise clerk classification) in the classification to be affected in reverse seniority order. The affected person shall be notified and given the following options:

(a) Displacing a less senior employee in the same classification in the store, if the affected employee is qualified for such position.

- (b) Displacing the least senior employee within the same classification within the bargaining unit,
- (c) Displacing the least senior employee in a lower classification within the same store,
- (d) Accepting the layoff.

Such employee shall receive the rate of pay for any lower classification to which he moves under this procedure. For purposes of this provision, a regularly scheduled forty (40) hour employee may only exercise the above options as to other regularly scheduled forty (40) hour employees. Those scheduled less than forty (40) hours shall only apply the options as to other less than forty (40) hour employees.

Section 92. Employees Accepting a Lower Classification. Laid off employees, and employees who accept a job in a lower classification in lieu of layoff, shall be recalled as needed, in order of seniority, to jobs they are qualified to perform. The Employer shall not hire a new employee or promote an existing employee into a position for which a laid off employee or employee who accepts a job in a lower classification is qualified and available to perform.

Section 93. Employees Accepting Lay Off. An employee accepting a layoff, rather than accepting a job in a lower classification, may inform the Employer in writing at the time of the layoff of his desire to be recalled to a lower classification and such notification shall be honored when a vacancy occurs. The notice shall specify the lower classification to which the employee desires recall. It is understood that any employee on layoff from the classification where the vacancy occurs shall have preferential rights to such vacancy.

Section 94. Courtesy Clerk Options. The above notwithstanding, the options of a Courtesy Clerk shall be limited to displacing the shortest service Courtesy Clerk in that store or accepting the layoff.

## **ARTICLE 36**

### **TRANSFER FROM STORE TO STORE**

Section 95. Transfers from Store to Store. Transfers from store to store shall not be made or denied for capri-

cious, arbitrary or discriminatory reasons. Employees desiring a transfer to another store within the bargaining unit, in order to be near their residence, may indicate their desire for transfer in writing to their Store Manager. Such a transfer requests will be considered at the time an opening occurs within their classification and status.

## **ARTICLE 37**

### **NEW STORE LANGUAGE**

Section 96. In the event of the opening of a new store within the bargaining unit (not a replacement of an existing store), the following procedure shall apply:

1. At least four (4) weeks prior to the opening of a new store, the employer will post a sheet in each location for interested employees to sign if desirous of a transfer to the new location. The sheet shall remain posted for at least ten (10) days.
2. Job openings either at the new store or created by transferring employees at their former store shall first be filled by employees on layoff in the classification of the vacancy before any new employees are hired or current employees are promoted.
3. Employees who have signed the new store transfer request sheet shall be given consideration based on their qualifications and the requirements of the store. It is understood that the Employer may move employees from its own competitive stores which may be impacted by the new store opening before consideration of other employee desires.
4. In the event the Employer opens new stores within the geographical area of this Agreement, as set forth in Article 1, not less than sixty (60) percent of the initial staffing of the new store shall be made by employees covered by this bargaining Agreement, if available.

## **ARTICLE 38**

### **LEAVES OF ABSENCE**

Section 97. Sickness, Injury or Pregnancy. Leaves of absence without pay for reasonable periods shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness or disability, or injury on or off the job. Pregnancy shall be treated as a bona fide illness or disability.

Section 98. Personal Leaves. Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and the employee. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the employer and employee.

Section 99. Military Leave. All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940 and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.

Section 100. Union Leave. Leaves of absence without pay for Union business not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the employer and employee.

Section 101. Request for Leave of Absence. All leaves of absence must be requested in writing to the Store Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance and a copy shall be given to the employee.

Section 102. Returning from Leave of Absence. The employee must be qualified to resume his regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay no later than on the first (1st) weekly schedule, provided the notice of intent to return to work is received prior to 9:00 a.m., Wednesday of the week preceding the next available schedule.

## **ARTICLE 39**

### **FUNERAL LEAVE**

Section 103. Upon request, an employee covered by this Agreement shall be granted the necessary time off with pay at his regular straight-time rate of pay in order to make arrangements for and/or attend a funeral occasioned by a death in his immediate family. Such time off with pay shall in no event exceed three (3) regularly scheduled working days, and the amount of such paid time off actually granted shall normally depend upon the distance involved. The immediate family is defined as the employee's father, mother, grandparents, spouse, children, brother, or sister; and father, mother, brother or sister of then existing spouse, and stepchild residing with the employee. Payments shall not be made hereunder where the relative's death occurs while the employee is on vacation or on a leave of absence.

Section 103a. If an employee is notified of the death of his spouse, parent or child while at work, he shall be granted the remainder of the day off and paid for scheduled work hours that day. This shall not be counted as part of the above three (3) days. Employees must attend the funeral in order to qualify for pay, and the Employer may require satisfactory evidence confirming the relationship to the deceased person.

Section 103b. No schedule shall be changed for the purpose of making the employee's day off replace a day that would otherwise have been paid for under these provisions.

## **ARTICLE 40**

### **JURY DUTY**

Section 104. Whenever any employee covered by this Agreement is required to serve on a petit jury during his regular working hours, the Employer agrees to pay such employee the difference between what he is paid for serving on the jury and what he would have received from the Employer in straight-time pay had said jury duty not prevented him from being at work. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his scheduled work day; provided, no employee shall be required to so report for work on any day on which he has served and been compensated by the court for at least eight (8) hours' jury duty, nor shall any employee who reports back to work under this Section be required to work more than ten (10) hours, less the number of hours for which he served and was compensated for jury duty by the court on that day. The employer may require a statement from the court certifying attendance.

Section 104a. When the Employer requests an employee to appear in court, he shall be compensated at his regular straight-time hourly rate of pay for such time.

Section 104b. The Employer will maintain its practice of rescheduling employees required to serve on jury duty.

## **ARTICLE 41**

### **SICK LEAVE**

Section 105. All employees covered by this Agreement (except for Courtesy Clerk coverage which is set forth below) who, in their first anniversary year, work one thousand two hundred and forty eight (1,248) hours or more and who have been continuously employed by their Employer for a period of one (1) year, shall be credited with forty-eight (48) hours of sick leave with pay.

Full-time Courtesy Clerks shall be eligible for sick leave benefits.

Unused sick leave shall be cumulative, and after the first (1st) year of continuous employment, said employees shall accumulate unused sick leave at the rate of four (4)

hours per month for each month of continuous employment in which they work at least ninety-six (96) hours in a four (4) week month, and one hundred twenty (120) hours in a five (5) week month, but not to exceed a maximum accumulation of four hundred eighty (480) hours.

A doctor's certificate or other authoritative verification of illness may be required by the Employer. Said sick leave is to commence on the second (2nd) full workday's absence for sickness or non-occupational injury, and on the first (1st) workday's absence if the employee is hospitalized or has accumulated in excess of two hundred and forty (240) hours. The waiting period provided herein shall apply for each illness or non-occupational injury.

Sick leave shall be paid after the appropriate waiting period and will be based on the number of scheduled hours missed due to the sickness or non-occupational injury. For consecutive absences which exceed one (1) week, the maximum hours paid will be the same as the hours scheduled in the week in which the illness or non-occupational injury occurred. Sick leave pay must be requested by the employee and will be paid, if eligible as provided above, at the employee's regular classification rate, calculated at straight time, not to exceed eight (8) hours per day until accumulated sick leave is used up or employee returns to work.

Sick leave benefits are not convertible to cash.

## **ARTICLE 42**

### **INJURY ON JOB**

Section 106. When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

## **ARTICLE 43**

### **HEALTH AND WELFARE COVERAGE**

(Medical, Surgical, Hospital, Dental, Prescription, Vision and Life Insurance)

Section 107. Employer Contributions. Based on hours worked in the preceding month, the Employer shall



contribute eighty-one and one-half cents (81½¢) per hour for all straight-time hours worked by employees in the bargaining unit who, on the first day of each month, have been employed for two (2) calendar months or more. Such payments shall be made into a fund known as Rocky Mountain Area UFCW Unions and Employers Health Benefit Plan, which will have for its purpose the providing of health and welfare benefits for eligible employees working for the Employer under the terms and conditions of this Agreement. The nature, type and extent of the health and welfare benefits to be provided shall be such as the Trustees in their discretion shall determine and which are in accordance with the Trust Agreement.

Section 108. Maintenance of Benefits. Benefits levels and improvements agreed upon by the Board of Trustees under the Rocky Mountain Area UFCW Unions and Employers Health Benefit Plan shall be maintained during the life of this Agreement. In the event it is necessary, the Employer agrees to make the increased monthly premium payment which will assure no reduction in said benefit levels.

- a. In the event the cost of maintaining these benefits exceeds the May 1984 contributions of 10% for employees on an hourly basis, or monthly basis through April 1986, the Employer shall make the additional contribution, however, any cost of living adjustment to be given or given during the life of this Agreement, if any, will be reduced on the following basis:

Section 109. Trust Fund Trustees. The Trust Fund is to be jointly administered by an equal number of Trustees representing the Employer and the Union.

Section 110. Employee Eligibility. Employees are eligible for benefits under this Plan on the first day of the month following three (3) consecutive months of employment (except for Dental coverage where eligibility for benefits commences on the first day of the month following one (1) year of employment) if they have worked a minimum of sixty-eight (68) straight-time hours in the immediately preceding month (or its four week equivalent of sixty-four (64) hours or its five (5) week equivalent

of eighty (80) hours.) It is understood that the Board of Trustees is authorized to establish a lag month under the above eligibility requirements if deemed necessary. Subsequent eligibility will continue to require a minimum of sixty-eight (68) straight-time hours (or the four or five week equivalents) worked in each month. Under certain circumstances, when an employee fails to continue to qualify for eligibility, the employee may be allowed, as outlined in the eligibility rules and regulations as established by the Board of Trustees and amended from time to time, to make self-payment to be eligible for continued coverage.

**Section 111. Extended Benefits.** An employee who has been eligible for benefits for six (6) months or more immediately prior to becoming physically disabled and thereby unable to work, shall continue to be eligible for benefits during his continuing period of disability, up to a maximum of six (6) months.

**Section 112. Courtesy Clerk Coverage.** Courtesy Clerks who are qualified for coverage under any other Plans as a dependent are not entitled to benefits under these Plans except that under the co-ordination of benefits provision as established by the Board of Trustees of these Plans, the Courtesy Clerk covered as a dependent under any other "Plan" such other "Plan" shall be considered the primary carrier and then these Plans shall be considered as secondary carrier.

**Section 113. Retiree's Benefits.** Effective June 1, 1982, based on the hours worked in the preceding month, the Employer will contribute a maximum of two and one-half cents (2½¢) per hour to subsidize the self pay costs of providing Health and Welfare coverage to retirees to the extent such funds permit, as determined by the Board of Trustees. Eligibility rules for self pay shall be determined by the Trust. Upon commencement of this contribution all benefits and contributions with regard to the preventive health care program shall terminate and all trust reserves allocated to the preventive health care program shall be transferred and allocated to the retirees Health and Welfare subsidy account. All contributions shall be accounted for separately relating to this benefit.

Section 114. Holiday and vacation hours shall be added to those hours for which contributions are required under this Article.

### **ARTICLE 43A**

#### **NON-DUPLICATION OF BENEFITS**

Section 114a. In the event that any law or government regulation requires any payment from the Employer for benefits which would replace, supplement or modify the Health and Welfare, Dental, Pension, or other benefits provided hereunder this Contract, the parties will upon thirty (30) days notice, by either party, meet and negotiate new provisions pertaining to such affected benefits.

### **ARTICLE 44**

#### **PENSION**

Section 115. Employer Contributions. The Employer shall pay forty cents (40¢) per hour for all hours worked at straight time (including hours worked on Sunday) for all employees, covered by this agreement, into a Rocky Mountain UFCW Unions and Employee Trust Pension Plan, which shall be jointly administered by the Union and the Employer by an equal number of trustees as provided in an agreement establishing such Pension Fund. Though no contributions are required on Courtesy Clerks, except as set forth below, they shall be granted past service credits if promoted from the Courtesy Clerk classification.

Section 116. Courtesy Clerk Contributions. Effective July 1, 1982 (based on hours worked in June) pension contributions will be made on behalf of all Courtesy Clerks with ten (10) years or more of continued service with the Employer. Pension contributions shall be made as set forth above. All hours worked as a Courtesy Clerk prior to the time contributions are required will count towards pension eligibility and credits.

Section 117. The Employer's contribution shall be increased in accordance with the following schedule during the life of this Agreement:

Hours worked beginning May 1, 1984, forty-five cents (45¢) per hour. Holiday and vacation hours shall be added to those hours for which the above mentioned contributions shall be made.

Section 118. Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in a Pension Plan, the terms and provisions of which are to be agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and costs, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

Section 119. Said Pension Plan and the Trust Agreement establishing the Pension Fund have been submitted to the United States Treasury Department and the United States Department of Labor for the approval and rulings satisfactory to the Employer, that said Plan is qualified under I.R.C. Section 401, et seq. and that no part of such payments shall be included in the regular rate of pay of any employee.

Section 120. It is agreed by and between the parties hereto that when the Pension Plan is approved by the United States Treasury Department and the United States Department of Labor and becomes operative and the Employer makes contributions into the Fund those employees covered by this Agreement shall automatically cease to participate in the Employer's Retirement Plan then in effect.

Section 121. The Employer shall be represented by its employees, or some other representative on the Board of Trustees administering such Pension Plan. A copy of the Trust Agreement and any amendments thereto shall be made a part hereto as if herein at length set forth, when adopted.

Section 122. If, for any reason, the United States Treasury Department and the United States Department of Labor withholds approval and rulings satisfactory to the Employer, the parties to this Agreement hereto agree to negotiate other fringe benefits or wage increases in the amount equal to the cents per hour provided for in this

Article for all hours worked at straight-time in lieu of payments into the Pension Fund, and that those employees who are eligible will continue to participate in the Employer's Retirement Plan.

## **ARTICLE 45**

### **DISCHARGE AND NO DISCRIMINATION**

Section 123. The Employer hereby agrees not to discriminate against any employee or discharge him because of membership in the Union and/or for upholding Union principles; and further, no employee who falls within the bargaining unit shall be discharged without good and sufficient cause.

Section 124. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against any employee, or applicant for employment, because of such person's race, religion, color, national origin, sex or age.

Section 125. Use of the male gender herein shall, except as the context requires, be deemed to include the female gender.

## **ARTICLE 46**

### **UNION REPRESENTATIVE VISITATION**

Section 126. The President of the Union, or the Business Representative thereof, shall have the right of entering the premises of the Employer for the purpose of interviewing employees in such a way as to not interfere with the service of the Employer. The said representative shall make their presence known to the Manager, or the person in charge in the absence of the Manager, when possible, upon entering the premises. The Employer shall, upon request of an authorized Union Representative, furnish satisfactory evidence to ascertain whether employees are being paid in accordance with the terms of this Agreement and review with the Union Representative the facts giving rise to disciplinary action.

## **ARTICLE 47**

### **UNION STEWARD**

Section 127. The Union shall have the right to designate two (2) Stewards per store (stores that employ over one hundred (100) clerks may have three (3) Stewards, and stores that employ over one hundred seventy-five (175) clerks may have four (4) Stewards in which they work who shall perform their duties with the least possible inconvenience to the Employer. Such Stewards shall not be discriminated against because of their Union activities and such Stewards shall have top seniority for the purpose of layoff in that store. That Store Manager shall be advised in writing by the Union of the name of the Steward(s) in his store.

Section 128. Rights to Union Representation. When an employee is involved in a disciplinary interview where the probable result of such interview will be the imposition of disciplinary action, the employee may request union representation.

## **ARTICLE 48**

### **DISPUTE PROCEDURE**

Section 129. Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

Section 130. Step 1 By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Manager of the store.

Section 131. Step 2 If the grievance cannot be satisfactorily resolved under Step 1 above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of the occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must

reasonably allege a specific violation of an express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance. In an instance where an employee feels he has not been paid in accordance with the wage progression scales set forth herein, such employee shall have an obligation to bring this to the attention of the Store Manager as soon as the employee first has knowledge of such alleged error. In the event the employee has been improperly paid, said payment error shall be corrected on a retroactive basis, but not beyond ninety (90) days prior to the date on which the grievance is presented in writing. This ninety (90) day retroactive liability shall not be applicable to situations covered by Article 9, Section 22, paragraph 2.

Section 132. Step 3 If the grievance is not satisfactorily adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step 2 meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

Section 133. In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

Section 134. The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but his award shall not change, alter or modify any of the terms and conditions set forth in this Agreement. The expenses of the impartial arbitrator shall be

shared equally by the parties. The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

Section 135. In the event either party refuses to arbitrate on demand of the other party, and an order compelling arbitration is obtained in Federal Court on the basis contended by the moving party, the refusing party will pay to the moving party reasonable legal fees incurred, up to Two Hundred Dollars (\$200.00). Similarly, if the moving party fails to prevail in such an issue, the moving party will pay reasonable legal fees incurred up to Two Hundred Dollars (\$200.00) to the refusing party.

## **ARTICLE 49**

### **NO STRIKE OR LOCKOUT**

Section 136. During the life of this Agreement, there shall be no lockout, strike, picketing, boycotting or stoppage of work.

It is understood that it shall be a violation of this Agreement for the Union or its agents to require its members to observe picket lines set up by any labor organization at the premises of the Employer.

## **ARTICLE 50**

### **STORE CLOSING**

Section 137. Severance Pay Upon Termination When Store is Sold or Closed. In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service commencing with the third (3rd) year of continuous service for employees, up to, but not to exceed eight (8) weeks pay at their regular rate. However, those employees who have an incomplete year of continuous service as an employee will receive pro-rata severance pay for that year as follows:

0-3 months equals twenty-five (25) percent of a week's pay.

3-6 months equals fifty (50) percent of a week's pay.



6-9 months equals seventy-five (75) percent of a week's pay.

Over 9 months equals one week's pay.

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) weeks preceding a voluntary lay-off or termination.

Section 138. The Employer shall continue contributions to the pension and Health and Welfare Trust Funds for three (3) full months following termination on an hourly basis in direct relationship to the severance pay received for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Funds.

Section 139. All monies due employees, including severance pay, shall be paid in a lump sum upon termination.

Section 140. An employee who is terminated and who is eligible for severance pay, and accept severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed ninety (90) days period, if he has not been recalled, he will be paid severance pay and forfeit his seniority. Any extensions of this ninety (90) days period must be agreed upon in writing and signed by the employee, a representative of the Union and the Employer. In no case will such extension exceed a total of six (6) months from the date the employee accepted the layoff.

Section 141. If an employee is offered a transfer or other employment with the Employer within forty (40) miles of the store in which he was last working and he refuses to accept the transfer or other employment with the Employer he forfeits his rights to severance pay and pensions and health and welfare contributions.

Section 142. If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then no provisions of this Article shall apply.

Section 143. The Employer agrees to give to the employees and the Union four (4) week's notice in ad-

vance of a store closing or sale. When such notice is given, an employee shall remain with the Employer until the plant or store closes, or forfeit his rights under this Article, unless mutually agreed to by the employee, Employer and Union.

Section 144. No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation or remodeling, then this Article shall not apply.

Section 145. It is understood and agreed that employees can exercise their seniority rights under the Layoff Article; however, if they exercise such seniority rights, the provisions of this Article shall be null, void and not applicable.

## **ARTICLE 51**

### **BULLETIN BOARD**

Section 146. The Employer will provide bulletin board space for the posting of official Union notices.

## **ARTICLE 52**

### **UNION STORE CARDS**

Section 147. The Union Store Card is the property of the UFCW and is loaned to the Employer for display. Said card may be removed from the store by the Union if the Employer refuses to comply with the final decision of an arbitrator reached under the provisions of this Agreement.

## **ARTICLE 53**

### **LIE DETECTOR TESTS**

Section 148. The Employer shall not require any employee to submit to a polygraph examination.

## **ARTICLE 54**

### **UNIFORMS/EQUIPMENT**

Section 149. The Employer agrees to provide all required uniforms and laundry service for all required caps, uniforms, smocks, aprons, towels and rags, except

for laundering of drip-dry garments. The employee agrees to exercise care in the use of Company property and equipment.

## **ARTICLE 55**

### **SAVING CLAUSE**

Section 150. If, during the term of this Agreement, or during any renewal or extension of the same, any Federal or State Law is enacted, or any rule or regulation is issued under any Federal or State Law, which would make compliance by the Union, the Employer, employees, or any of them, with the terms, provisions, or condition of this Agreement a violation of any of said laws, rules or regulations, then such terms, provisions or conditions shall become inoperative and of no effect from the effective date of any such decision, law, rule or regulation. The remainder of this Agreement not in conflict with any of said laws, rules or regulations shall continue in full force and effect.

Section 151. In the event any such terms, provisions or conditions become inoperative and of no effect, either party to this Agreement may open the same for bargaining only as to substitute provisions, if any, for those provisions made inoperative upon a thirty (30) day written notice to the other party.

It is specifically understood that the no-strike and no-lockout provision set forth elsewhere in this Agreement shall remain in effect throughout the term of this Agreement.

## **ARTICLE 56**

### **APPRENTICE ADVANCEMENT**

Section 152. When an apprentice employee is due to be advanced on the basis of actual hours of work experience as set forth in this Agreement, and the Employer believes that such employee has not acquired sufficient knowledge, skill, experience, and ability to justify such increases, the Employer may, with written prior consent of the Union, jointly request an apprentice evaluation committee, as set forth in the next paragraph, to review

the employee and make a determination as to whether a period of up to two hundred sixty (260) hours additional training is warranted at the existing classification rate then in effect for such employee to give the employee an opportunity to improve his performance. At the end of such two hundred sixty (260) hour period, the employee must either be advanced to the next higher wage classification, or be terminated, if such termination is justified under the terms of the Agreement.

Section 153. Upon request, as set forth in the previous paragraph, an apprentice evaluation committee may be established by the parties as follows: two (2) members appointed by Mountain States Employers Council and two (2) members appointed by UFCW, Local No. 7. The apprentice evaluation committee will meet with and review any apprentice employee who, in the opinion of the Employer, does not have the capabilities to warrant a classification increase.

Section 154. The committee shall determine whether additional training is warranted for the employer's classification requirements.

## **ARTICLE 57**

### **TECHNOLOGICAL CHANGES**

Section 155. The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time, the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

Section 156. In the event the Employer introduces major technological changes which, for the purpose of this Article, are defined as price marking and electronic scanners and which would have direct material impact affecting bargaining unit work, thirty (30) days advance notice of such change will be given to the Union.

In addition, the Employer agrees:

1. Any retraining necessary will be furnished by the Employer at no expense to the employees.

2. Where retraining is not applicable the Employer will make every effort to effect a transfer to another store, or other employment.
3. In the event the employee is not retrained or transferred and is permanently displaced as a direct result of a major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
  - (a) All employees, excluding courtesy clerks, with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay of ten (10) week's pay to be paid on a lump sum basis. Weekly severance pay shall be determined by the average number of hours worked for the four (4) weeks preceeding displacement, not to exceed forty (40) hours' straight-time pay.
  - (b) An employee shall be disqualified from severance pay in the event the employee:
    - (1) refuses retraining,
    - (2) refuses a transfer or other employment within a radius of forty (40) miles
    - (3) voluntarily terminates employment.

## **ARTICLE 58**

### **ENTIRE AGREEMENT**

Section 157. This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

## **ARTICLE 59**

### **TERM OF AGREEMENT**

Section 158. The parties acknowledge that during the negotiations which resulted in this Agreement, each had

the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall no be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 159. This Agreement shall be in full force and effect beginning at 12:01 a.m. on May 5, 1985 and shall remain in full force and effect until midnight on May 2, 1987 and shall be automatically renewed from year to year thereafter, unless either party desires change or termination at the expiration of said Agreement. In such event, the party desiring such change or termination shall notify the other party in writing sixty (60) days prior to the expiration date, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing by either party and the negotiations shall begin within fifteen (15) days after receipt of such notice.

IN WITNESS WHEREOF, the Parties above named have signed their names and /or affixed the signature of their authorized representative this \_\_\_\_\_ day of \_\_\_\_\_.

**UNITED FOOD AND COMMERCIAL WORKERS  
WORKERS, LOCAL 7, DENVER, COLORADO**

Chartered by

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL-CIO**

By \_\_\_\_\_

**KING SOOPERS, INC.  
DENVER, COLORADO**

By \_\_\_\_\_

**COST OF LIVING ALLOWANCE**

Effective May 1, 1986, for employees other than Courtesy Clerks, there shall be a cost of living allowance based on the increase in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers of the Bureau of Labor Statistics, U.S. Department of Labor (1967=100) between March, 1985 and March, 1986. There shall be a one cent (1¢) per hour adjustment for every full .4 point increase in the Index which exceeds an increase of five point five percent (5.5%) in the Index during the period between March, 1985 and March, 1986.

**KING SOOPERS, INC.  
AND  
UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL #7  
January 24, 1985**

**MEMORANDUM OF AGREEMENT**

- 1) This agreement is between UFCW, Local #7 and King Soopers, Inc. for existing bargaining units covering clerks and meat cutters in Denver, Colorado Springs, Boulder, Loveland, Fort Collins, Greeley, Broomfield, and Pueblo, Colorado. The bargaining units for these cities shall remain as set forth in the current collective bargaining agreements, except as specifically modified herein.

- 2) The parties have agreed to the following:
  - a) To modify the current clerks and meat contracts in accordance with Attachment I. The current contracts, including said modifications, will expire in accordance with the expiration dates of these agreements.
  - b) Collective bargaining agreements covering the clerks and meat cutters in the cities listed above in Paragraph 1, with a term of two (2) years commencing at the expiration date of the current agreements, which will be drafted and completed in accordance with Attachment I no later than March 6, 1985. These agreements will be signed by each party between March 6, 1985 and the effective date for each respective bargaining unit.
  - c) Said modifications will become effective in accordance with Attachment I upon a single ratification of these modifications and the above-referred to collective bargaining agreements with a new term of two (2) years. These modifications will be implemented on the first Sunday following ratification.
- 3) Attachment I is attached hereto, and hereby made a part hereof, and consists of \_\_\_\_\_ pages which have been initialed by the parties. It is understood and agreed that the wage rates contained therein are subject to verification.
- 4) The current collective bargaining agreements, covering clerks and meat cutters in the cities listed above in Paragraph 1, between UFCW, Local #7 and King Soopers, Inc., are hereby made a part hereof. It is expressly understood and agreed that the provisions contained in these agreements, unless modified by Attachment I, and the amendments of Attachment I, shall be carried forward into the new agreements without change.



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FOR THE UNION

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DATE

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FOR THE COMPANY

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DATE



## DENVER, KING SOOPERS CLERKS AGREEMENT

The minimum wages for the indicated classification shall be as set forth below on the dates indicated:

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After Ratification)	3/3/85	9/15/85	1/17/85	5/18/86
Grocery Service Department Manager (When designated by Employer)	12.31	12.56	12.71	12.91
Produce Department Head	12.11	12.36	12.61	12.71
Head Clerk	11.96	12.21	12.36	12.56
*Nutrition Clerk				
First 960 hours of work	7.50	7.64	7.74	7.87
Second 960 hours of work	8.80	8.99	9.10	9.26
Third 960 hours of work	9.48	9.69	9.81	9.98
Fourth 960 hours of work	10.27	10.45	10.58	10.76
Journeyman	11.56	11.81	11.96	12.16
Manager Trainee (Assigned Prior to *Date)	11.56	11.81	11.96	12.16
All Purpose Clerks				
First 960 hours of work	7.50	7.64	7.74	7.87
Second 960 hours of work	8.80	8.99	9.10	9.26
Third 960 hours of work	9.48	9.69	9.81	9.98
Fourth 960 hours of work	10.27	10.45	10.58	10.76
Journeyman	11.56	11.81	11.96	12.16
Sanitation				
First 960 hours of work	7.65	7.85	7.95	8.08
Second 960 hours of work	8.53	8.72	8.83	8.98
Third 960 hours of work	9.36	9.57	9.69	9.85
Thereafter	10.29	10.52	10.65	10.83
Sanitation Manager	11.03	11.27	11.41	11.60
Courtesy Clerks — Employed prior to 5/6/79				
Thereafter	4.71	4.83	4.89	4.97

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
Courtesy Clerks — Employed on or after 5/6/79 & prior *Date				
First 480 hours of work	4.05	4.14	4.19	4.26
Second 480 hours of work	4.21	4.30	4.35	4.43
Thereafter	4.51	4.63	4.69	4.77
Courtesy Clerks — Employed on or after *Date				
First 480 hours of work	3.50			3.60
Second 480 hours of work	3.77			3.86
Third 480 hours of work	3.93			4.02
Thereafter	4.13			4.26
Bakery Clerks				
First 960 hours of work	7.115	7.225	7.32	7.44
Second 960 hours of work	7.94	8.11	8.21	8.35
Third 960 hours of work	8.68	8.87	8.98	9.13
Thereafter	9.61	9.82	9.94	10.11
Head Bakery Sales Clerk (when designated by Employer)	10.13	10.34	10.47	10.65
Head Baker or Assistant Bakery Manager (When designated by Employer)	10.47	10.69	10.83	11.01
Bakery Department Manager	11.96	12.21	12.36	12.56
General Merchandise Manager	12.11	12.36	12.61	12.71
Non-Food or General Merchandise Clerk (Prior to 5/6/79 — Thereafter	8.86	9.01	9.12	9.28
Non-Food or General Merchandise Clerk (Employed on or after May 6, 1979				
First 960 hours of work	3.975	4.06	4.11	4.18
Second 960 hours of work	4.98	5.09	5.15	5.24
Third 960 hours of work	5.65	5.77	5.84	5.94
Thereafter	7.11	7.26	7.35	7.48
Plant/Floral Clerk				
First 960 hours of work	6.68	7.01	7.09	7.20
Second 960 hours of work	7.59	7.76	7.85	7.97
Thereafter	8.86	9.01	9.12	9.28

	EFF. 3/3/85	EFF. 9/15/85	EFF. 11/17/85	EFF. 5/18/86
(*Date First Sunday After Ratification)				
Plant/Floral Manager (When designated by Employer)	9.26	9.41	9.52	9.66
Pharmacy Technicians				
First 960 hours of work	6.86	7.01	7.09	7.20
Second 960 hours of work	7.59	7.76	7.85	7.97
Thereafter	8.86	9.01	9.12	9.28
Salad Bar Clerks				
First 960 hours	4.50	4.56	4.60	4.64
Second 960 hours	5.00	5.07	5.12	5.17
Thereafter	5.50	5.57	5.62	5.67

\* Nutrition Clerks — Wage rates will be increased during the life of the Contract to maintain the Classification. Employees may sign the promotion request list in January or July.

Employees classified as a G.M. Manager (expanded store) prior to 5/1/82, shall receive same rate of pay and increases as that of a Grocery Service Department Manager.

## COLORADO SPRINGS — KING SOOPERS CLERKS AGREEMENT

The minimum wages for the indicated classification shall be as set forth below on the dates indicated:

Grocery Service Department Manager (When designated by Employer)	12.31	12.56	12.71	12.91
Produce Department Head	12.11	12.36	12.61	12.71
Head Clerk	11.96	12.21	12.36	12.56
*Nutrition Clerk				
First 960 hours of work	7.50	7.64	7.74	7.87
Second 960 hours of work	8.80	8.99	9.10	9.26
Third 960 hours of work	9.48	9.69	9.81	9.98
Fourth 960 hours of work	10.27	10.45	10.58	10.76
Journeyman	11.56	11.81	11.96	12.16
Manager Trainee (Assigned Prior to *Date)	11.56	11.81	11.96	12.16

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
<b>All Purpose Clerks</b>				
First 960 hours of work	7.50	7.64	7.74	7.87
Second 960 hours of work	8.80	8.99	9.10	9.26
Third 960 hours of work	9.48	9.69	9.81	9.98
Fourth 960 hours of work	10.27	10.45	10.58	10.76
Journeyman	11.56	11.81	11.96	12.16
<b>Sanitation</b>				
First 960 hours of work	7.65	7.85	7.95	8.08
Second 960 hours of work	8.53	8.72	8.83	8.98
Third 960 hours of work	9.36	9.57	9.69	9.85
Thereafter	10.29	10.52	10.65	10.83
Sanitation Manager	11.03	11.27	11.41	11.60
<b>Courtesy Clerks — Employed prior to 5/6/79</b>				
Thereafter	4.71	4.83	4.89	4.97
<b>Courtesy Clerks — Employed on or after 5/6/79 &amp; *Date</b>				
First 480 hours of work	4.05	4.14	4.19	4.26
Second 480 hours of work	4.21	4.30	4.35	4.43
Thereafter	4.51	4.63	4.69	4.77
<b>Courtesy Clerk — Employed on or after *Date</b>				
First 480 hours of work	3.50			3.60
Second 480 hours of work	3.77			3.86
Third 480 hours of work	3.93			4.02
Thereafter	4.13			4.26
<b>Bakery Clerks</b>				
First 960 hours of work	7.115	7.225	7.32	7.44
Second 960 hours of work	7.94	8.11	8.21	8.35
Third 960 hours of work	8.68	8.87	8.98	9.13
Thereafter	9.61	9.82	9.94	10.11
<b>Head Bakery Sales Clerk (when designated by Employer)</b>	10.13	10.34	10.47	10.65
<b>Head Baker or Assistant Bakery Manager (When designated by Employer)</b>	10.47	10.69	10.83	11.01

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After (Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
Bakery Department Manager	11.96	12.21	12.36	12.56
General Merchandise Manager	12.11	12.36	12.61	12.71
Non-Food or General Merchandise Clerk (Prior to 5/6/79 — Thereafter	8.86	9.01	9.12	9.28
Non-Food or General Merchandise Clerk (Employed on or after May 6, 1979				
First 960 hours of work	3.975	4.06	4.11	4.18
Second 960 hours of work	4.98	5.09	5.15	5.24
Third 960 hours of work	5.65	5.77	5.84	5.94
Thereafter	7.11	7.26	7.35	7.48
Plant/Floral Clerk				
First 960 hours of work	6.86	7.01	7.09	7.20
Second 960 hours of work	7.59	7.76	7.85	7.97
Thereafter	8.86	9.01	9.12	9.28
Plant/Floral Manager (When designated by Employer)	9.26	9.41	9.52	9.66
Pharmacy Technicians				
First 960 hours of work	6.86	7.01	7.09	7.20
Second 960 hours of work	7.59	7.76	7.85	7.97
Thereafter	8.86	9.01	9.12	9.28
Salad Bar Clerks				
First 960 hours	4.50	4.56	4.60	4.64
Second 960 hours	5.00	5.07	5.12	5.17
Thereafter	5.50	5.57	5.62	5.67

\* Nutrition Clerks — Wage rates will be increased during the life of the Contract to maintain the Classification. Employees may sign the promotion request list in January or July.

Employees classified as a G.M. Manager (expanded store) prior to 5/1/82, shall receive same rate of pay and increases as that of a Grocery Service Department Manager.

## PUEBLO, KING SOOPERS CLERKS AGREEMENT

The minimum wages for the indicated classification shall be as set forth below on the dates indicated:

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
Grocery Service Department Manager (When designated by Employer)	12.31	12.46	12.56	12.66
Produce Department Head	12.11	12.26	12.36	12.46
Head Clerk	11.96	12.11	12.21	12.31
Nutrition Clerk				
First 960 hours of work	7.50	7.60	7.66	7.73
Second 960 hours of work	8.80	8.91	8.99	9.07
Third 960 hours of work	9.48	9.60	9.69	9.77
Fourth 960 hours of work	10.27	10.40	10.49	10.58
Journeymen	11.56	11.71	11.81	11.91
Manager Trainee (Assigned Prior to *Date	11.56	11.71	11.81	11.91
All Purpose Clerks				
First 960 hours of work	7.50	7.60	7.66	7.73
Second 960 hours of work	8.80	8.91	8.99	9.07
Third 960 hours of work	9.48	9.60	9.69	9.77
Fourth 960 hours of work	10.27	10.40	10.49	10.58
Journeymen	11.56	11.71	11.81	11.91
Sanitation				
First 960 hours of work	7.65	7.75	7.82	7.88
Second 960 hours of work	8.53	8.64	8.71	8.79
Third 960 hours of work	9.36	9.48	9.56	9.64
Thereafter	10.29	10.42	10.51	10.60
Sanitation Manager	11.03	11.27	11.41	11.60
Courtesy Clerks — Employed prior to 5/16/79				
Thereafter	4.71	4.77	4.81	4.85



	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After (Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
Courtesy Clerks — Employed on or after 5/16/79 & prior *Date				
First 480 hours of work	3.80	3.85	3.88	3.92
Second 480 hours of work	4.05	4.10	4.14	4.17
Third 480 hours of work	4.21	4.26	4.30	4.34
Thereafter	4.51	4.57	4.61	4.65
Courtesy Clerks — Employed on or after *Date				
First 480 hours of work	3.50			3.60
Second 480 hours of work	3.77			3.86
Third 480 hours of work	3.93			4.02
Thereafter	4.13			4.26
Bakery Clerks				
First 960 hours of work	7.115	7.21	7.27	7.33
Second 960 hours of work	7.94	8.04	8.11	8.18
Third 960 hours of work	8.68	8.79	8.87	8.94
Thereafter	9.61	9.73	9.82	9.90
Head Bakery Sales Clerk (when designated by Employer	10.13	10.26	10.35	10.44
Head Baker or Assistant Bakery Manager (When designated by Employer	10.47	10.61	10.70	10.79
Bakery Department Manager	11.96	12.11	12.21	12.31
General Merchandise Manager Employed prior to 5/1/82	12.73	12.98	13.08	13.18
Assistant General Merchandise Manager Employed prior to 5/1/82	12.11	12.26	12.36	12.46
General Merchandise Manager Employed after 5/1/82	12.11	12.26	12.36	12.46
General Merchandise Manager Employed after 5/1/82 (Expanded Store)	12.31	12.46	12.56	12.66
Non-Food or General Merchandise Clerk (Prior to 5/6/79 — Thereafter	8.86	8.97	9.05	9.13

	EFF.	EFF.	EFF.	EFF.
(*Date First Sunday After (Ratification)	3/3/85	9/15/85	11/17/85	5/18/86
Non-Food or General Merchandise Clerk (Employed on or after May 16, 1979)				
First 960 hours of work	3.975	4.03	4.06	4.10
Second 960 hours of work	4.98	5.04	5.09	5.13
Third 960 hours of work	5.65	5.72	5.77	5.82
Thereafter	7.11	7.20	7.26	7.33
Plant/Floral Clerk				
First 960 hours of work	6.86	6.95	7.01	7.07
Second 960 hours of work	7.59	7.69	7.76	7.83
Thereafter	8.86	8.97	9.05	9.13
Plant/Floral Manager (When designated by Employer)				
	9.26	9.38	9.46	9.55
Pharmacy Technicians				
First 960 hours of work	6.86	6.95	7.01	7.07
Second 960 hours of work	7.59	7.69	7.76	7.83
Thereafter	8.86	8.97	9.05	9.13
Salad Bar Clerks				
First 960 hours of work	4.50	4.56	4.60	4.64
Second 960 hours of work	5.00	5.07	5.12	5.17
Thereafter	5.50	5.57	5.62	5.67

\* Nutrition Clerks — Wage rates will be increased during the life of the Contract to maintain the Classification. Employees may sign the promotion request list in January or July.

Employees classified as a G.M. Manager (expanded store) prior to 5/1/82, shall receive same rate of pay and increases as that of a Grocery Service Department Manager.

## DENVER, COLORADO SPRINGS AND PUEBLO HOLIDAY PAY FOR HOURS WORKED

The minimum wages for the indicated classification shall be as set forth below on the dates indicated:

	HOLIDAY RATE FOR HOURS WORKED ONLY
Grocery Service Department Manager (when designated by Employer)	\$23.35
Produce Department Head	22.97

Head Clerk	22.69
Nutrition Clerk	
First 960 hours of work	14.23
Second 960 hours of work	16.69
Third 960 hours of work	17.98
Fourth 960 hours of work	19.48
Journeymen	21.93
Manager Trainee (Assigned Prior to *Date)	21.93
All Purpose Clerks	
First 960 hours of work	14.23
Second 960 hours of work	16.69
Third 960 hours of work	17.98
Fourth 960 hours of work	19.48
Journeymen	21.93
Sanitation	
First 960 hours of work	14.51
Second 960 hours of work	16.18
Third 960 hours of work	17.76
Thereafter	19.52
Sanitation Manager	20.56
Courtesy Clerks — Employed prior to 5/6/79	
Thereafter	8.93
Courtesy Clerks — Employed on or after (Denver & Colorado Springs Only)	
5/6/79 & prior *Date	
First 480 hours of work	7.68
Second 480 hours of work	7.99
Thereafter	8.56
Courtesy Clerks — Employed on or after (Pueblo Only)	
5/6/79 & prior to *Date	
First 480 hours of work	7.21
Second 480 hours of work	7.68
Third 480 hours of work	7.99
Thereafter	8.56
Courtesy Clerks — Employed on or after *Date	
First 480 hours of work	6.64
Second 480 hours of work	7.15
Third 480 hours of work	7.46
Thereafter	7.83

Bakery Clerks	
First 960 hours of work	13.50
Second 960 hours of work	15.06
Third 960 hours of work	16.47
Thereafter	18.23
Head Bakery Sales Clerk (when designated by Employer)	19.22
Head Baker or Assistant Bakery Manager (When designated by Employer)	19.86
Bakery Department Manager	22.69
General Merchandise Manager Employed Prior to 5/1/82	24.62
Ass't Gen. Merchandise Manager Employed Prior to 5/1/82	23.45
General Merchandise Manager	22.97
General Merchandise Manager Expanded Store	23.35
Non-Food or General Merchandise Clerk (Prior to 5/16/79 — Thereafter)	16.81
Non-Food or General Merchandise Clerk (Employed on or after 5/16/79)	
First 480 hours of work	7.54
Second 480 hours of work	9.45
Third 480 hours of work	10.72
Thereafter	13.49
Plant/Floral Clerk	
First 960 hours of work	13.01
Second 960 hours of work	14.40
Thereafter	16.81
Plant/Floral Manager (When designated by Employer)	17.57
Pharmacy Technicians	
First 960 hours of work	13.01
Second 960 hours of work	14.40
Thereafter	16.81
Salad Bar Clerk	
First 960 hours	8.54
Second 960 hours	9.49
Thereafter	10.43

\* Nutrition Clerks — Wage rates will be increased during the life of the Contract to maintain the Classification. Employees may sign the promotion request list in January or July.

Employees classified as a G.M. Manager (expanded store) prior to 5/1/82, shall receive same rate of pay and increase as that of a Grocery Service Department Manager.

## SENIORITY

In situations where seniority is the determining factor and there is a conflict in seniority dates being identical with more than one party, the issue involved will be resolved by progressively following the alphabet of the employees last names involved.

This may involve both favorable and unfavorable exercises of seniority.

**Example 1: Promotions:**

If a conflict occurs, the promotion will be awarded to the name **BROWN** rather than **CAMPBELL**, etc . . .

**Example 2: Layoff:**

**ABLE** will be laid off before **MONROE**, etc . . .

If you have any questions in this regard, please advise.

**MR. CHARLES MERCER** President  
U.F.C.W., Local No. 7  
7760 West 38th Avenue  
Wheat Ridge, CO 80033

## LETTER AGREEMENT

Pursuant to our conversation on Monday, April 9, 1984, the following represents the substances of our agreement:

Manager Trainees are defined as employees identified and selected by Management to be trained for store management responsibilities. Said Trainees shall be permitted the necessary flexibility to adequately prepare for store management. This will necessitate their access to all retail and meat departments existent in the store.

Hours worked by Management Trainees shall not affect hours worked by permanent bargaining unit employees. Hours allocated to Manager Trainees shall not be included in hours chargeable to store operations as relates to allocated store hours.

KING SOOPERS, INC.

BY \_\_\_\_\_

Ed Behlke

Vice President, Industrial  
Relations

Dated: 4/13/84 \_\_\_\_\_

UNITED FOOD & COMMERCIAL  
WORKERS' INTERNATIONAL  
UNION, LOCAL NO. 7

By \_\_\_\_\_

Charles Mercer  
President

Date: 4/18/84 \_\_\_\_\_

IF THE ABOVE MEETS WITH YOUR APPROVAL, PLEASE EXECUTE AND RETURN THE ENCLOSED COPY OF THIS AGREEMENT.

EPB/er

LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL NO. 7  
AND  
KING SOOPERS, INC.

CUSTOMER SERVICE CENTER SETTLEMENT

The parties agree as follows:

1. The Company does not intend on expanding the duties of the General Merchandise/Non-Food Clerks assignments at the Customer Service Center.  
Should a future change be made, relative to food handling, the Company shall first pre-notify the Union. Should the Union disagree, the matter would be subject to the grievance procedure.
2. The Company agrees to schedule a minimum of eighty-four (84) hours of All-Purpose Clerk time (weekly) in the Customer Service Center of each store. In addition, the Company reserves the right to assign such hours to employees possessing the necessary qualification.
3. The Union agrees to withdraw all grievances of General Merchandise/Non-Food Clerks in the Customer Service Center.

\_\_\_\_\_  
KING SOOPERS, INC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNITED FOOD & COMMERCIAL WORKERS  
LOCAL NO. 7

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS, LOCAL #7  
AND  
KING SOOPERS, INC.

CHANGE MAKER DUTIES PERFORMED BY GENERAL MERCHANDISE CLERKS

General Merchandise, Non-Foods Clerks may work at a checkstand where food is sold under the following circumstances:

1. An express lane, as herein referred to, shall be defined as a checkstand where fourteen (14) items or less are handled.
2. The primary duties at the checkstand shall be the handling of the financial transaction.
3. Not more than five (5) such employees may be assigned to the express lanes simultaneously in any one store.
4. Additional hours made available due to this new work will be assigned to General Merchandise Clerks according to their seniority.
5. If a Company-wide further expansion of duties occurs relating to the above checkstand duties of the Non Food/General Merchandise Clerk, the dispute shall be subject to the grievance procedure, and if found to be factual, this understanding shall be void unless the Company corrects the matter in dispute.

\_\_\_\_\_  
KING SOOPERS, INC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNITED FOOD & COMMERCIAL WORKERS  
LOCAL #7

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING

The United Food & Commercial Workers' Local No. 7 (hereinafter "the Union") and King Soopers, Inc. (hereinafter "the Employer") hereby agree to resolve the grievance in Case No. 52-84 as follows:

1. The Employer may require employees to complete its sick pay request forms in accordance with the following:
  - a. Part I of the form must be completed for all absences for which the employee is requesting sick pay.
  - b. Part IV of the form may be required to be completed for absences of three or more scheduled work days.
  - c. Completion of Part IV of the form may be requested prior to three scheduled work days if there are suspicious circumstances indicating malingering by the involved employee. Additionally, the Employer may require completion of Part IV where the employee's absenteeism record is excessive. Under the above circumstances, the employee will be notified by a Company representative, while still absent, that the employee will be required to have Part IV completed.
  - d. In lieu of completing Part IV, where necessary, the employee may submit the following, which shall constitute "other authoritative verification," only if dates of disability and diagnosis are indicated.
    1. Hospital bills
    2. Workman Compensation information
    3. Health and Welfare trust fund information
2. The Employer will make every reasonable effort to insure that payments will be received in a timely manner.
3. The Employer will not refuse to allow employees returning from sick leave to report for work because the employee has not completed the sick pay request form or provided other verification of illness. The only exception would be where the employee does not appear physically capable of performing the work or where the illness could remain contagious and therefore dangerous to either product, customers or employees. Where the request for sick leave is denied, the Union may grieve and pursue the same.
4. For absences of one calendar week or more, employees will be required to request a leave of absence in writing.
5. Completion of the sick pay request form will not be required by employees who are not eligible for, or are not requesting sick pay.

\_\_\_\_\_  
KING SOOPERS, INC.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNITED FOOD & COMMERCIAL WORKERS  
LOCAL NO. 7

\_\_\_\_\_  
DATE

LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS, LOCAL #7  
AND  
KING SOOPERS, INC.

1. The new store, located at Colorado Boulevard and 120th, Denver, Colorado, will be covered by the Denver Contract after the Union has obtained representative status. The Union and the Company will cooperate so that the Union can lawfully demonstrate its majority status after the new store has been open for business for six weeks. When the contracts apply, retroactive contribution will be made to the Health & Welfare and Pension Plans for hours worked in the new stores on all employees who transferred from a King Soopers store, where they were covered by such plans.
  2. Any employee who transferred from a store covered by a Union contract to the new store, who becomes subject to discipline or termination before the new store is under contract, will be transferred back to the store they came from before such discipline or termination.
  3. Any employee who is a feepayer and who transfers from KS #1, #10, #58 or #64 into a bargaining unit covered by Local 7, shall be required to become a member of the union as set forth in the respective collective bargaining agreement.
  4. The Company agrees to implement the contract changes as soon as possible. However, all changes shall become effective no later than 30 days from ratification.
- The union agrees not to file any grievance relevant to the contract changes until thirty (30) days after ratification.

KING SOOPERS, INC.

DATE

UNITED FOOD & COMMERCIAL WORKERS  
LOCAL NO. 7

DATE

LETTER OF UNDERSTANDING  
BETWEEN  
UNITED FOOD & COMMERCIAL WORKERS, LOCAL NO. 7  
AND  
KING SOOPERS, INC.

When an emergency situation arises, necessitating the use of a Courtesy Clerk in a higher classification, the following procedures shall be adhered to, with the understanding that the parties do not intend to address all "emergencies" as that term is used in Section 17(h) of the current collective bargaining agreement.

1. The Store Manager or his/her designated representative shall first determine if qualified employees in the affected classification working in the store are available to fill the assignment.
  2. If the Employer has been given two hours or more notice prior to the starting time that scheduled hours will be vacated, the additional hours list shall be polled and a log shall be maintained. Said log will show all attempts made to call employees in to work, who makes the call, time of the attempt, and the schedule the employee is being call in for.
- In the event less than two hours notice is given, a courtesy clerk may be used until a clerk is available.

If the Manager is unable to meet the need through the above, the position may be filled by assignment of the most senior qualified Courtesy Clerk working at the time.

3. The Employer agrees to train four (4) of the most senior qualified Courtesy Clerks (two who work the day schedule and two who work after 5:00 p.m.) to be qualified checkers.
4. In the event a particular classification within a store has been authorized, a replacement or an additional employee (activated by the promotional procedure), and a delay is experienced filling the position (one week or less), the following shall apply:  
The most senior, qualified Courtesy Clerk in the affected store, having been previously trained, shall be temporarily assigned those hours as needed.
5. In the event the store would have employees on authorized leaves of absences and their work schedule cannot be covered by the employees in their classification, the Employer may assign the most senior qualified Courtesy Clerk to fill in for a period not to exceed fourteen (14) calendar days.
6. It is understood under Section 17(i) that when the term second violation is used that it is intended to mean two or more violations.
7. The Union agrees to withdraw all grievances and arbitration requests currently pending concerning Courtesy Clerk Emergency Advancement.
8. The Company agrees to pay an aggregate amount of \$5,000.00 to be divided to grievants as determined by the Union.

Ed Belke

Charles Mercer

Jan. 24, 1985

Jan. 24, 1985



## **MEDICAL CLAIMS**

When you have questions regarding eligibility, benefits, or how to file a claim, please contact the Fund Office at the following address, where the staff will be pleased to assist you:

### **KELLY and ASSOCIATES**

4704 Harlan Street, Suite 375

Denver, Colorado 80212

Telephone: (303) 458-8920

Toll Free: 1-800-527-1647

The Union Business Office *cannot* perform the Administrator's functions.

## **DENTAL CLAIMS**

Colorado Dental Service

2831 S. Parker Rd., Suite #1100

Aurora, CO 80014

Telephone: (303) 671-0200

## **VISION CLAIMS**

Colorado Vision Service Plan  
(VSP)

9030 Yukon St., Suite #2300

Westminster, CO 80020

Telephone: (303) 420-2052

## **PENSION**

James Benefits

2300 15th St., Suite 200

Denver, Co. 80202

Telephone: (303) 480-0555

## DO NOT GO SUSPENDED!!!

**REMEMBER, IF YOU LEAVE THE INDUSTRY FOR ANY REASON** (termination, lay-off, leave of absence, etc.) . . . apply for your withdrawal card. This must be done within 30 days from the last day worked. This protects your union status in the event you should ever return to the industry. Failure to get a withdrawal card will result in **SUSPENSION** from the Union and a reinstatement fee will be charged. If you leave the industry **IT IS YOUR OBLIGATION TO GET A WITHDRAWAL CARD!**

The withdrawal card will be issued at no cost, the only requirement being that your initiation fee be fully paid and your dues must be paid for the month in which you request the withdrawal card. The withdrawal card is good indefinitely and allows you to become a member of any local union affiliated with the United Food and Commercial Workers International Union without payment of any additional fee(s). Withdrawal cards must be deposited with the union office within 30 days after returning to work or it becomes null and void and the reinstatement fee must be paid. All persons returning to work with a withdrawal card must fill out a new application and authorization.

### WITHDRAWAL CARD REQUEST FORM

When your employment terminates or if you are on a Leave of Absence over thirty (30) days, you should request a Withdrawal Card.

Date \_\_\_\_\_

Name \_\_\_\_\_

SS#: \_\_\_\_\_

Store \_\_\_\_\_ Home \_\_\_\_\_

Employed by CO: \_\_\_\_\_ No.: \_\_\_\_\_ Ph.#: \_\_\_\_\_

Home \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Pck Hse \_\_\_\_\_ Clerk \_\_\_\_\_

Last day worked \_\_\_\_\_

Health Care \_\_\_\_\_ Caddy \_\_\_\_\_

Meat Cutter \_\_\_\_\_ Other \_\_\_\_\_

**DUES MUST BE PAID FOR MONTH IN WHICH YOU REQUEST WITHDRAWAL CARD.**

6178-00861744003-02



006872

SEPTEMBER 19, 1985

This report is authorized by law 29 U.S.C. 2.  
Your voluntary cooperation is needed to make  
the results of this survey comprehensive,  
accurate, and timely.

REC'D - UFCW LOCAL 7  
Form Approved  
O.M.B. No. 1220-0001  
Approval Expires 7/31/87  
SEP 18 1985

~~Business Agent  
United Food and Commercial Workers  
7760 W 37th St  
Denver , CO. 80033~~

Please Change  
Address

OCT 9 1985 - R

Contract Secretary  
UFCW Local #7  
7760 W. 38th avenue, Suite 400  
Wheat Ridge, CO 80033

PREVIOUS AGREEMENT EXPIRED  
MAY 03, 1985

11-25-85  
ADDRESS  
changed

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

King Soopers, Inc. & UFCW Local 7  
King Soopers Inc Lu 7

WITH Food and Commercial Workers;  
COLORADO

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

*Janet L. Norwood*  
JANET L. NORWOOD  
Commissioner

PLEASE RETURN THIS LETTER WITH  
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 6,201  
All Colorado
2. Number and location of establishments covered by agreement 2 - Pueblo, 8 - Colo. Spgs, 44 - Denver
3. Product, service, or type of business retail grocery, front end
4. If your agreement has been extended, indicate new expiration date \_\_\_\_\_

Sandie Marshall, Contract Secretary

(303)425-0897

Your Name and Position  
same

Area Code/Telephone Number

Address

City/State/ZIP Code